

FWS Agreement No: 1448-0000__-9__ -_____

DCN:_____

Charge Code:_____

Amount Obligated:_____

WILDLIFE COOPERATIVE EXTENSION AGREEMENT

This cooperative agreement between (names of all legal owners)

("the Cooperator(s)"), and the U.S. Fish and Wildlife Service, ("the Service"), is authorized by the Fish and Wildlife Coordination Act, 16 U.S.C. 661-666c, and the Fish and Wildlife Act of 1956, 16 U.S.C. 742a--j. The Service and the Cooperator(s) agree to carry out certain wildlife management practices and habitat developments on approximately _____ acres of land owned by the Cooperators as described in the Project Plan and on the map and/or legal description, attached.

The Service agrees to provide at least partial payment (or reimbursement) of the actual costs, and/or technical and material assistance, as detailed in the Project Plan. In return, the Cooperator(s) agree:

1. To perform the work in accordance with the Project Plan if the Cooperator(s) do the work themselves or through their contractors. After partial or final completion to the satisfaction of the Service, Cooperator(s) may submit a bill (with receipts attached) to the Service and be reimbursed for actual and reasonable costs not exceeding the amount obligated shown above.
2. To assume responsibility for securing any permits needed to carry out this project.
3. To allow the habitat developments as described in the Project Plan to remain in place without interference for a period of _____ years from the date of the last signature on this agreement.
4. To allow the Service or its representatives reasonable access to the described property for the period of this agreement in order to make the agreed developments or to make periodic inspections of the developments.
5. To notify the Service's Project Manager in writing at least 30 days before the closing date of any planned sale or other change in the ownership of the described property.
6. To sign the certifications (DI-201 0) and assurances (SF-424B or SF-424D) attached as exhibits B and C.

The Service assumes no authority over the described property for purposes of controlling trespass, for controlling noxious weeds, for identifying or removing pre-existing hazards including waste materials, for granting rights of way, or for any other incidents of ownership. The Service also assumes no liability for property damage or injuries to people not caused by its own negligence, and any claims shall be processed in accordance with the Federal Tort Claims Act. Cooperator(s) shall own all of the completed or installed developments and shall be solely responsible for paying all taxes and assessments on the described property. This agreement may be modified at any time by mutual written consent of the parties. It may be terminated by either party upon 30 days' advance written notice to the other party(ies). However, if the Cooperator(s) terminates the agreement before its expiration, or if the Cooperator(s) should materially default on these commitments, then Cooperator(s) agree to reimburse the U.S. Fish and Wildlife Service prior to final termination for the pro-rated costs of all habitat developments placed on the land through this agreement. For these purposes, the total cost of the developments to the United States is agreed to be \$ _____.

The relevant portions of title 43, subpart 12 of the Code of Federal Regulations (including subparts D and E for individual Cooperators) are incorporated by this reference. The full text of these regulations will be made available upon request. It is also understood that this agreement does not create the kind of legal partnership or joint venture which would allow any one party to speak or act for or to obligate any other party on this or other matters.

Buy American notice: It is the sense of the Congress that recipients of federal assistance should give preference to domestic equipment and products when buying such items with federal funds.

COOPERATOR(S)

U. S. FISH AND WILDLIFE SERVICE

1. _____
(Signature)

(Signature)

(Typed name) Owner

(Typed name) Project Manager

Date:_____

Date:_____

Address:

Telephone:_____

----- [Regional option:] -----

2. _____
(Signature) Owner

(Signature)

(Typed name)

(Typed name) Contracting Officer

Date:_____

Date_____

Address:

Warrant #_____

Telephone:_____

3. _____
(Signature)

(Typed name)

Date:_____

Address: